



# UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office  
Address: COMMISSIONER FOR PATENTS  
P.O. Box 1450  
Alexandria, Virginia 22313-1450  
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/810,306	03/25/2004	Pierre L. Laurent	FERT-P002	7992
32586	7550	10/06/2008		
IPSG, P.C. P.O. BOX 700640 SAN JOSE, CA 95170			EXAMINER BAIRD, EDWARD J	
			ART UNIT 3695	PAPER NUMBER
			MAIL DATE 10/06/2008	DELIVERY MODE PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

# Office Action Summary

**Application No.**

10/810,306

**Applicant(s)**

LAURENT ET AL.

**Examiner**

Ed Baird

**Art Unit**

3693

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 09 June 2008.  
2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.  
3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-38 is/are pending in the application.  
4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.  
5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.  
6) ☒ Claim(s) 1-38 is/are rejected.  
7) ☐ Claim(s) 13 and 28 is/are objected to.  
8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.  
10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).  
11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
a) ☐ All b) ☐ Some \* c) ☐ None of:  
1. ☐ Certified copies of the priority documents have been received.  
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- 1) ☒ Notice of References Cited (PTO-892)  
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)  
3) ☐ Information Disclosure Statement(s) (PTO/CIS)  
4) ☐ Interview Summary (PTO-413)  
5) ☐ Notice of Informal Patent Application  
6) ☐ Other: \_\_\_\_\_  
Paper No(s)/Mail Date \_\_\_\_\_

## **DETAILED ACTION**

### ***Status of Claims***

1. Applicant has amended claims 1 – 16, 25, 28, 31, and 36 in this application. No claims have been added or canceled. Thus, claims 1 – 38 are pending in this application and are presented for examination.

### ***Response to Arguments***

2. Applicant's arguments and amendments filed 9 June 2008 have been fully considered.
3. Examiner acknowledges Applicant's amendments to specification Paragraphs [0059], [0078], [0080], [00122], and [00172] and the Abstract and concurs that no new subject matter had been added.
4. Examiner acknowledges Applicant's amendments to claims 1 – 16, 25, 28, 31, and 36.
5. Examiner acknowledges Applicant's amendments to claims 1, 13, 16, 28, and 31 to overcome objections and, in turn, withdraws objections.
6. Examiner acknowledges Applicant's arguments regarding 35 U.S.C. 112, 2<sup>nd</sup> paragraph rejections of claims 2, 3, 17, 18, 32, and 33 regarding qualitative and quantitative assessments and, in turn, withdraws rejections.
7. Examiner acknowledges Applicant's amendments to claims 13, 25, and 28 to overcome 35 U.S.C. 112, 2<sup>nd</sup> paragraph rejections and, in turn, withdraws rejections.
8. Examiner acknowledges Applicant's arguments and amendments to claims 1 – 38 to overcome 35 U.S.C. 101 rejections and, in turn, withdraws rejections.
9. Applicant's arguments with respect to claims 1 – 38 have been considered but are moot in view of the new ground(s) of rejection.

***Claim Objections***

10. Claims 13 and 28 objected to because of the following informalities: the terms "said first transportation modes" should be written "said first transportation mode". Appropriate correction is required.

***Claim Rejections - 35 USC § 103***

11. The following is a quotation of 35 U.S.C. 103 (a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

12. Claims 1, 7 – 11, 14 – 16, 22 – 26, 29 – 31, 37, and 38 are rejected under 35 U.S.C. 103 (a) as being unpatentable over **Nafeh et al** (USPub. No. 2002/0069155) in view of **Bjerre et al** (USPub. No. 2002/0123911).

13. Regarding **claim 1, 16, and 31**: **Nafeh** teaches a system for facilitating freight shipment between locations comprising:

- computer hardware; and
- computer software readable by said computer hardware for displaying a browser window, said browser window including: at least a first data section configured to display derivative contract data pertaining to shipment capacity offered by carriers between said first geographic location and said second geographic location, said derivative contract

data being associated with at least two of an air mode, a sea mode, a train mode, and a truck mode;

- said browser window further including at least a second data section configured to be viewed simultaneously with said first data section, said second data section displaying forecast data pertaining to demand forecasts between said first geographic location and said second geographic location, said forecast data being provided by shippers.

**Nafeh** discloses an invention which includes methods and apparatus, to innovate trading of futures securities. This invention includes futures contracts tailored to specific clientele; the notion of tickets and coupons as tradable futures contracts; the notion of redeemable bundles; and notion of realization of the futures market on the Internet; the apparatus of an Internet-based trading interface and engine; the notion of cookie-cutter futures electronic Internet-based futures markets for each security; the feature of maximal reliance on the Internet; and the business concept of "profitability without the need for high trading volume" [Abstract].

**Nafeh** discloses a computer-network based futures trading system, or platform, which is electronically accessible by prospective traders, for enabling transactions related to futures contracts and futures contract bundles [paragraph 0035]. **Nafeh** further discloses his computer-network based system as having an interactive interface that may be configured to enable anyone who accesses the platform to apply for a new account and to **view data and news related to activity within markets** within the platform [0036]. Examiner interprets viewing data and news as Applicant's **displaying derivative contract data** and **displaying forecast data**. Examiner interprets futures trading system to include Applicant's **derivative contract data** in that futures are a type of derivative. Examiner notes that forecast data being provided by shippers is a statement of intended use in as much as forecast data is provided by anyone involved in a particular industry, i.e. shipping and transportation.

**Nafeh** does not specially disclose trading futures options in relation to transportation. However, **Bjerre** discloses an on-line system which allows a shipper to track and trace containers across multiple carriers [Abstract]. He discloses a method and system that enables domestic and international transportation users to handle shipping transactions through a single common system through a neutral transportation portal [0009]. He further discloses enabling a user to submit booking requests to multiple carriers and/or track and trace the goods using a single common carrier system and interface [0038]. Examiner notes that **Bjerre** defines a carrier as any entity that transports goods from an origin to a destination including trucks, trains, planes, ships, and/or the like [0028].

Therefore, it would have been obvious to a person having an ordinary skill in the art at the time of the **Nafeh's** invention to include derivative contracts as applied to transportation as taught by **Bjerre** because it allows individuals involved in the shipping industry to submit booking requests to multiple carriers and/or track and trace the goods using a single common carrier system and interface [0038].

14. Regarding **claims 7, 8, 22, 23, 37, and 38: Nafeh and Bjerre** teach all the items of claims 1, 16, and 31, the claims upon which they depend, respectively. The limitations:

- derivative contract data represents futures contract data (claim 7, 22, and 37), and
- derivative contract data represents option contract data (claim 8, 23, and 38)

are not further limiting because the terms **derivatives** include **futures** and **options**, i.e. futures and options are both derivatives. Since this statement does not further limit the claim, this claim is rejected for the same reasons as claims 1, 16, and 31, the claims upon which they depend, respectively.

15. Regarding **claims 9 – 11, and 24 – 26: Nafeh** teaches the limitations:

- a third data section configured to display unfulfilled derivative contract order data

- a third data section configured to display matched derivative contract order data.
- a fourth data section configured to display successfully matched derivative contract order data

**Nafeh** discloses a way of viewing orders and data applicable to them. A user is able to view the size and price of the same number of **recently executed trades** and the same number of outstanding bids and offers. He also is able to view records of all recently executed trades (within the last hour) as well as a listing of the size and price of the best outstanding bid and offer [paragraph 0533 - 0534]. Examiner interprets this information regarding trades is equivalent to Applicant's derivative contract order data as specified in the claims' limitations.

16. Regarding **claims 14 and 29: Nafeh** discloses the limitations:

- offers are bundled into a derivative contract represented by said displayed data item in accordance to a geographic bundling criterion

**Nafeh** notes geographic diversification [paragraph 0006] and applies his invention to traders that are geographically dispersed [paragraph 0021]. Examiner interprets this application as Applicant's geographic bundling criterion.

17. Regarding **claims 15 and 30: Nafeh** discloses the limitations:

- offers are bundled into a derivative contract represented by said displayed data item in accordance to a time frame bundling criterion

**Nafeh** discloses a computer-network based system which enables transactions relating to bundles of futures contracts which correspond to possible future outcomes of a phenomenon at a **time of maturity** of the contract [paragraph 0037]. Examiner interprets **time of maturity** as Applicant's time frame bundling criterion.

18. Claims 2 – 6, 17 – 21, and 32 – 36 are rejected under 35 U.S.C. 103 (a) as being unpatentable over **Nafeh** in view of **Bjerre** in further view of **Scheer** (USPub. No. US 2002/0138358).

19. Regarding claim 2, 3, 17, 18, 32, and 33: neither **Nafeh** nor **Bjerre** teach:

- said second data section further includes rating data associated with said qualitative and quantitative forecast data

However, **Scheer** discloses a method for selecting a fulfillment plan to move an item along a supply chain [Abstract]. He further discloses **supply chain management system** which includes a database of forecast data, the forecast data including consumption rates based on historical data [paragraph 0024 and 0025]. Examiner interprets **consumption rates** as indicative of Applicant's qualitative and quantitative rating data associated with said forecast data.

Therefore, it would have been obvious to a person having an ordinary skill in the art at the time of the **Nafeh's** invention to include **supply chain management system** as taught by **Scheer** because it allows individuals involved in the freight industry to efficiently operate an entire supply chain on a "just in time" basis without requiring those companies to keep excessive levels of product in storage [paragraph 0023].

20. Regarding claim 4, 5, 19, 20, 34, and 35: **Nafeh**, **Bjerre**, and **Scheer** teach all the limitations of claims 3, 18, and 33, the claims upon which they depend respectively. In addition, **Nafeh** teaches:

- qualitative assessment represents an aggregated value that takes into account qualitative assessments from different shippers (claims 4, 19, and 34).



- qualitative assessment is associated with a shipper that furnishes said forecast associated with said each rating, and includes an identity of said shipper that furnishes said forecast associated with said each rating (claims 5, 20, and 35).

**Nafeh** discloses a description of the types of contracts and how them in hedging [starting at paragraph 0052]. Here he points out an **aggregate value of the contract bundle** [paragraph 0068]. Examiner interprets **aggregate value of the contract bundle** as indicative of Applicant's aggregated value attained from the qualitative assessment from different shippers. Examiner notes that assessments from different shippers is a statement of intended use as discussed above. Examiner notes that a qualitative assessment representing an aggregate of values (from different shippers) inherently includes the qualitative assessment of one value (i.e. associated with one shipper).

21. Regarding **claims 6, 21, and 36: Scheer** teaches:

- said quality assessment includes at least four of a set of criteria that includes demand, manufacturing readiness, manufacturing location, capacity, product, lane, and lane stability.

**Scheer** discloses as discussed above [paragraph 0024 - 0025]. He further discloses a supply chain management system and method which would allow companies to operate an entire supply chain on a "just in time" basis without requiring those companies to keep an excessive level of product safety stock on hand [paragraph 0023]. Examiner interprets **allowing companies to operate an entire supply chain** as representative of Applicant's **quality assessment**. Examiner interprets **operating a supply chain on a "just in time" basis** as representative of Applicant's manufacturing readiness.

**Scheer's** supply chain management system includes a database of forecast data which may also include deterministic **demand** data [paragraph 0024 - 0026]

Examiner interprets **consumption rates** [paragraph 0025] as representing Applicant's capacity. **Scheer** also considers excess inventory in regards to stocking levels for a particular **location**.

Therefore, it would have been obvious to a person having an ordinary skill in the art at the time of the **Nafeh's** invention to include **supply chain management system and method** as taught by **Scheer** because the invention would allow a user to forecast the cost of futures securities based on data that is pertinent to the supply and demand in the freight and transport industries.

22. Claims 12, 13, 27 and 28 are rejected under 35 U.S.C. 103 (a) as being unpatentable over **Nafeh et al** in view of **Bjerre et al** in further view of **Haigh** ("Cointegration, unbiased expectations, and forecasting in the BIFFEX freight futures market", The Journal of Futures Markets. Hoboken: Jul 2000. Vol. 20, Iss. 6; pg. 545), herein referred to as **Haigh2**.

23. Regarding **claims 12, 13, 27 and 28**: neither **Nafeh** nor Bjerre explicitly disclose the limitations:

- a displayed data item in said derivative contract data represents a plurality of capacity offers from at least a subset of said shippers (claims 12 and 27)
- each displayed data item in said derivative contract data is a bundle of data associated with a capacity offers from a subset of said shippers, said each displayed data item being associated with a single transportation mode, at least a first displayed data items in said derivative contract data is associated with a first transportation mode, at least a second displayed data item in said derivative contract data is associated with a second

transportation mode, said second transportation mode being different from said first transportation mode (claims 13 and 28).

However, **Haigh2** discloses that the freight futures contract is designed for a service rather than representing an index or a product [page 1, last paragraph]. He further discloses Baltic International Freight Futures Exchange (BIFFEX) freight futures contract which has focused on issues relating to efficiency and forecasting *future spot freight rates* [page 2, 2<sup>nd</sup> paragraph]. He further discloses freight futures contracts as an index for **size**, gear, fuel efficiency, **cargo**, destination, dates and so forth [page 8, 1st paragraph]. Examiner notes that these parameters related to *freight futures* are inclusive of Applicant's data associated with capacity (i.e. size, cargo).

Therefore, it would have been obvious to a person having an ordinary skill in the art at the time of the **Nafeh's** invention to include *capacity data* as taught by **Haigh2** because an index for freight futures (such as the BFI index) will reflect a regularly updated freight market [page 8, 1<sup>st</sup> paragraph].

### ***Conclusion***

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after

the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Ed Baird whose telephone number is (571) 270-3330. The examiner can normally be reached on Monday - Thursday 7:30 am - 5:00 pm Eastern Time.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Jay Kramer can be reached on (571) 272-6783. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300. Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/James A. Kramer/  
Supervisory Patent Examiner, Art Unit 3693

/Ed Baird/  
Examiner, Art Unit 3693